

**TOWN OF FARMINGTON, CT
REQUEST FOR PROPOSALS FOR LEGAL SERVICES
TOWN ATTORNEY, LABOR ATTORNEY AND BOND COUNSEL**

PURPOSE:

The Town of Farmington, Connecticut is seeking proposals from qualified law firms and/or qualified individual attorneys wishing to provide legal services to the Town of Farmington in the capacity of General Town Attorney, Bond Counsel, Labor Attorney and Land Use /Environmental Attorney. Interested parties should submit a proposal in accordance with the requirements and directions described herein. Law firms and/or individuals may submit a proposal for one or more of the above requested legal services.

SCOPE OF SERVICE:

General Government Town Attorney

The Town Attorney is required to provide legal advice and counsel to the Town Manager and Town Council on a variety of matters pertaining to all aspects of municipal government in a clear, concise, effective and responsible manner, understandable by lay people who may not be familiar with the legal complexities of specific situations. Advice and legal support is also provided to various Town departments, boards and commissions. Provision of legal services is coordinated by the Town Manager and may only be requested by the Town Manager and Town Council in accordance with established Council policy. Legal Services required by the Town Attorney include but are not limited to:

- Contract/document review and drafting, ordinance drafting, charter and state statute interpretations. Familiarity with Freedom of Information Act (FOIA) and real estate transactions;
- *Litigation.* Ability to manage/conduct/oversee litigation in all courts (state and federal). Not often needed for trial work, but when it is, it is usually a significant matter;
- *Criminal Law.* Advises Police Department on proper police operating procedures when requested, or otherwise;
- *General.* Includes all other legal matters typically associated with the operations of a municipal government and other services as may be directed by the Town Manager and Town Council. Effective verbal and written communication skills are essential, since information must be readily understood by elected and appointed officials, Town staff and the public.
- *Tax/Assessment Matters.* Must represent the Town in property assessment appeal lawsuits. Advises appropriate Town staff on property tax assessment and collection issues; Assists the Tax Collector with tax foreclosures and tax sales.

Land Use/Environmental Attorney

Includes familiarity/experience with zoning, planning, historic district, inland wetlands laws and regulations and managing administrative appeals associated with same.

- *General:* Includes all other matters typically associated with municipal Town Plan and Zoning Commission and Town Plan and Zoning Department and other matters as directed by the Town Manager, Town Council, and Town Plan and Zoning Commission and Inland Wetlands Commission. Effective verbal and written communication skills are essential, since information must be readily understood by elected and appointed officials, Town staff and the public.
- *Litigation.* Ability to manage/conduct/oversee litigation in all courts (state and federal). Not often needed for trial work, but when it is, it is usually a significant matter;

Labor Attorney

Includes all aspects of employment law from recruitment to termination as well as collective bargaining support/expertise, arbitration, managing grievance procedures/appeals, workers compensation, and discrimination in the workplace claims.

- *General:* Includes all other matters typically associated with municipal employment law and other matters as directed by the Town Manager.
- *Litigation.* Ability to manage/conduct/oversee litigation in all courts (state and federal). Not often needed for trial work, but when it is, it is usually a significant matter;

Bond Counsel

Working with the Town Treasurer, prepares resolutions authorizing the issuance of debt instruments for approval by the Town Council and Town Meeting; attends meetings to answer questions regarding debt issuance; reviews official statements for legal compliance; prepares legal documentation for the sale of Town bonds and notes; prepares closing documents after sale; advises the Town Treasurer on legal issues involving the issuance of debt and staying in compliance with legal requirements on outstanding debt.

- *General:* Performs all of the duties typically associated with being bond counsel for a municipality.

REQUIRED INFORMATION:

In order to be considered each responder shall, at a minimum, submit the following information:

- Background statement setting forth the capabilities, history and other general introductory information on the responder.
- If the responder is a firm, the qualifications, resumes and position within the firm of each attorney that will be assigned to work on matters pertaining to the Town of Farmington.
- A detailed description of all areas of expertise and experience, including the types of services supplied to past and present clients. This information should set forth the extent of specialization, and include background and experience, in the areas as outlined above.
- A detailed description of how the responder (law firm or individual attorney) proposes to provide legal services to the Town and their general approach as to providing the legal services to a municipal client.
- A list of references including any towns or municipalities that have been represented by the responder in the capacities listed above within the past five (5) years. The name, phone number and e-mail address of a contact person must be provided.
- A detailed proposal regarding the charges involved for each legal service(s) including any retainer, any hourly rates for all personnel providing legal services, required expenses and other costs involved. This should include proposals for annual legal expense caps, as applicable. Special attention will be given by the Town to suggestions and recommendations for managing and controlling the cost of legal services. The Town is interested in receiving innovative cost containment proposals and suggestions for legal services. This should include proposals for review and improvement of current procedures, quality control measures, the manner in which specialists will be retained, and any other suggestions regarding legal services and cost containment measurements.

OTHER CONDITIONS:

A. INSURANCE:

The successful attorney(s) shall be required to furnish a certificate of insurance showing the following coverage within ten (10) days from notification award. Insurance coverage shall remain in full force for the duration of the contract term, including any and all extensions. All renewal certificates shall be furnished at least ten (10) days prior to policy expiration.

- Commercial General Liability issued by an insurance company licensed to conduct business in the State of Connecticut in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage and completed operations.
- Automobile Liability Insurance with \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Umbrella Liability of \$1,000,000 per occurrence, following form.
- Errors and Omissions Professional Liability with limits of \$5,000,000 per occurrence and a \$5,000,000 aggregate. If issued on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion Any changes to the legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.
- Workers Compensation Insurance in accordance with Connecticut State Statutes.
- The general, automobile and umbrella liability policies are to contain the following provision:

The Town of Farmington and its respective officers, agents, officials, employees, volunteers, boards and commissions are to be named as additional insureds with regards to liability arising out of the activities performed by or on behalf of the attorney; products and completed operations of the attorney; premises owned, leased or used by the attorney.

- Each insurance coverage named above shall provide for not less than a thirty (30) day notice of cancellation to the Town of Farmington by certified mail, return receipt requested.

B. HOLD HARMLESS AGREEMENT:

The attorney, its agents and assigns, shall absolutely indemnify and hold harmless the Town of Farmington, including but not limited to its elected officials, its officers, employees and agents, from any and all claims brought by a person or entity whatsoever, in any forum, on any theory, arising from any negligent or wrongful act or omission of the attorney during the attorney's performance of the contract or any other

agreement of the attorney entered into by reason thereof. The attorney shall indemnify the Town of Farmington, including but not limited to its elected officers, employees and agents, from any and all losses or liabilities resulting from any such claim, including but not limited to damage awards, costs and attorney's fees.

C. NON-DISCRIMINATION:

No person shall be denied or subjected to discrimination on account of services or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation or disability.

Any violation of this provision shall be considered to be a violation of material provision of this agreement and shall be grounds for cancellation, termination or suspension of the agreement, in whole or part, by the Town and may result in ineligibility for further Town contracts. The proposer shall at all times, both in the proposal and in the contract process, comply with all applicable city, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

D. CONFLICT OF INTEREST:

The Attorney(s) selected by the Town must provide a statement stating that no conflict of interest exists by their rendering legal service to and in their representing the Town of Farmington.

SUBMISSION:

The information required for this Request for Proposal must be submitted via e-mail to Anna Savastano at savastanoa@farmington-ct.org no later than 3:00 p.m. on March 27, 2020.

LATE PROPOSALS OR FAXED PROPOSALS WILL NOT BE CONSIDERED

SELECTION PROCESS:

The Town Manager will first review all proposals and short-list qualified firms/individuals for interviews with a sub-committee of the Town Council. Selection will be based on:

- Experience
- References
- Proposed legal staff to be assigned to the Town
- Length of and services provided to similar clients; and
- Cost. However, cost will not be the sole determining factor in selection for interview or final appointment.

It is the Town's intention to appoint the various Attorney(s) and Bond Counsel with an effective starting date of May/June 2020.

The information requested in this Request for Proposal is intended to serve as the basis for interview selection and individual/firm interviews. Respondents are encouraged to

address each of the factors thoroughly and provide additional information concerning background, experience, cost and cost containment, and qualifications for legal services as deemed appropriate. The Town Council reserves the right to select one or more individuals or firms to provide legal services as it may deem appropriate.

DURATION OF AGREEMENT:

The term of appointment by the Town Council will be for a period from May/June 2020 to December 31, 2021, in accordance with the Farmington Town Charter, with the possibility of subsequent appointment for two-year periods. Each individual/firm submitting a proposal is requested to detail its fee proposal for the entire period of appointment. Any effect the term of agreement may have on legal fees, cost containment or any other elements of Town Attorney and Bond Counsel services should be noted.

POINT OF CONTACT:

Questions concerning this Request for Proposal should be addressed to Town Manager Kathleen A. Blonski at 860-675-2350.

The Town of Farmington reserves the right to accept or reject, in whole or in part, any or all proposals if it is in the best interest of the Town to do so.